

ATTACHMENT 4: CONNECTIVITY BILLING -RESALE

1.0 General

This Attachment 4: Connectivity Billing-Resale describes the requirements for SWBT to bill all charges Sprint incurs for purchasing Resale services.

2.0 Billable Information And Charges

- 2.1 In accordance with this Agreement, SWBT will bill those charges Sprint incurs as a result of Sprint purchasing Resale services (e.g., including features, related usage, time and material for repairs, etc., if applicable) from SWBT (hereinafter "Connectivity Charges"). Each bill for Connectivity Charges (hereinafter "Connectivity Bill") will be formatted in accordance with EDI for Resale services. SWBT will assist Sprint with EDI mapping. Each Billing Account Number (BAN) will be sufficient to enable Sprint to identify the Resale services ordered by Sprint to which Connectivity Charges apply. Each Connectivity Bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to Sprint.
- 2.2 SWBT will provide Sprint a monthly Connectivity Bill, separate from a bill for unbundled network elements, that includes all Connectivity Charges incurred by and credits and/or adjustments due to Sprint for those Resale services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill, including Auxiliary Service Information, provided by SWBT to Sprint will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; (4) any known unbilled usage sensitive charges for prior periods; (5) any known unbilled adjustments; and (6) a Customer Service Record (CSR) for all flat-rated charges. The customer information will be sufficient for Sprint to ensure that services billed to Sprint's end user customer match the services for which SWBT is billing Sprint. By WTN, the bill and/or CSR and/or other applicable reports will contain the account name, WTN, BTN, USOCs, service descriptions, quantities and charges and totals.

Sprint expects to receive invoices on a timely basis with current charges only.

Prior to a mutually agreeable bill certification process and in the event that SWBT and Sprint determine that there were back-billed usage sensitive charges or back-billed non-usage sensitive charges problems, the Parties agree to mutually develop a process to

handle these problems , In this process, SWBT agrees to notify Sprint as soon as it becomes aware of the issue. Sprint will not be obligated to pay the back-billed charges in the same time frame as current charges and any penalties, late payment charges, etc., will be waived during the period of Sprint's investigation not to exceed ninety (90) days or as allowable in the dispute resolution process.

DISPUTED ISSUE

Sprint will pay charges for all services furnished under this Agreement even where Sprint customers deny knowledge of obtaining the services. (SWBT Position)

Sprint will pay charges for all services furnished under this Agreement except where the services are incorrectly provisioned or Sprint customers deny knowledge of obtaining the services. (Sprint Position)

[Note: With regard to the above disputed issue, the Parties agree to continue to negotiate to resolve their disagreement. Should the Parties be unable to resolve their differences, the Parties agree that they will submit the dispute to the Commission for resolution. Additionally, the Parties agree to reform this Agreement in accordance with the resolution thereof.]

Prior to a mutually agreeable bill certification process and in the event that Sprint can not verify the accuracy of charges on the bill, from SWBT, SWBT shall not charge for late payment nor subject account to disconnect treatment and SWBT shall provide reasonable assistance to satisfy Sprint that the bills are accurate.

- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SWBT to Sprint. Connectivity Bills will not be rendered for any Connectivity Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date.
- 2.4 Each Party will provide the other Party at no charge a contact person for the handling of any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 4: Connectivity Billing - Resale.
- 3.0 **Issuance of Connectivity Bills - General**
- 3.1 SWBT will issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section. SWBT will establish monthly billing dates (Bill Date) for each BAN, as further defined in the EDI/BOS document, which Bill Date will be the same date month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each

Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Billing invoice associated with each BAN. Multiple BANs for each Regional Accounting Office (RAO) will be provided as part of a single EDI transmission. All Connectivity Bills must be received by Sprint no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment 4: Connectivity Billing - Resale), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree) will be deemed received the next business day. If Sprint fails to receive Connectivity Billing data and information within the time period specified above, the payment due date will be extended by the number of days the Connectivity Bill is late.

- 3.2 If Sprint requests an additional copy(ies) of a bill, Sprint will pay SWBT a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 3.3 To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements at least 60 days in advance of live customer testing. In the event that either Party subsequently desires to change the process or edits, any change that will impact the other Party must be communicated, in writing, to the other Party at least 60 days in advance of the change. Sprint will provide SWBT reasonable (within 24 hours) notice if a Connectivity Billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to Sprint at SWBT's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 4: Connectivity Billing - Resale.

4.0 **Electronic Transmissions**

- 4.1 SWBT will electronically transmit Connectivity Billing information and data for Resale services in the appropriate EDI format via Connect: Direct as outlined in SWBT's Electronic Commerce Customer Guide dated May 1995, or as the Parties may otherwise agree. The Parties agree that a T1.5 or 56kb circuit to the gateway for Connect: Direct is required. If SWBT has an established Connect: Direct link with Sprint, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. SWBT and Sprint will provide each other appropriate Connect: Direct Node IDs. Any change to either

Party's Connect: Direct Node IDs must be sent to the other Party no later than twenty-one (21) calendar days before the change takes effect.

5.0 Tape or Paper Transmissions

In the event either Party does not have Connect: Direct capabilities upon the Effective Date of this Agreement, such Party agrees to establish Connect: Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by Sprint and SWBT). Connectivity billing information and data for payment contained on magnetic tapes or paper will be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data will not be returned to the sending Party.

TO Sprint:

Tape Transmissions via U.S. Mail:	Sprint Supervisor-Local Resale Invoices- SWBT 903 E. 104th St. M/S MOKCMW0501 Kansas City, MO 64131
Tape Transmissions via Overnight Delivery:	Sprint Supervisor-Local Resale Invoices- SWBT 903 E. 104th St. M/S MOKCMW0501 Kansas City, MO 64131

Paper Transmissions via U.S. Mail:	Sprint Supervisor-Local Resale Invoices- SWBT 903 E. 104th St. M/S MOKCMW0501 Kansas City, MO 64131
Paper Transmissions via Overnight Delivery:	Sprint Supervisor-Local Resale Invoices- SWBT 903 E. 104th St. M/S MOKCMW0501 Kansas City, MO 64131

The Parties will develop the format for paper or tape transmission as part of the implementation process.

6.0 Testing Requirements

- 6.1 At least ninety (90) days prior to SWBT sending Sprint a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least 30 days prior to changing mechanized formats, SWBT will send to Sprint Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment 4: Connectivity Billing - Resale. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the Connectivity Bill. When SWBT meets mutually agreed testing specifications, SWBT may begin sending Sprint mechanized Connectivity Bills on the next Bill Date, or within ten (10) days, whichever is later.

7.0 Additional Requirements

SWBT agrees that if it transmits data to Sprint in a mechanized format, SWBT will also comply with the following specifications which are not contained in EDI/BOS guidelines but which are necessary for Sprint to process Connectivity Billing information and data:

- a) the BAN shall not contain embedded spaces or low values;
- b) the Bill Date shall not contain spaces or non-numeric values;

- c) each Connectivity Bill must contain at least one detail record;
- d) any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

8.0 Bill Accuracy Certification

The Parties agree that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, SWBT will be responsible for transmitting to Sprint an accurate and current bill. For the purposes of this Agreement, Sprint and SWBT will develop the processes and methodologies required for Resale services bill certification.

9.0 Payment Of Charges

- 9.1 Subject to the terms of this Agreement, Sprint and SWBT will remit the billed amount within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.
- 9.2 Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to the other Party's bank account. At least thirty (30) days prior to the first transmission of Connectivity Billing data and information for payment, SWBT and Sprint will provide each other the name and address of their respective banks, their respective accounts and routing numbers and to whom Connectivity Billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. The Parties will electronically transfer funds and remittances via automated clearinghouse (ACH) standard EDI transaction sets. In the event Sprint receives multiple Connectivity Bills from SWBT which are payable on the same date, Sprint may remit one payment for the sum of all Connectivity Bills payable to SWBT's bank account specified in this subsection. Each party will provide the other party with a contact person for the handling of Connectivity Billing payment questions or problems.
- 9.3 The Parties agree that there shall be no netting of amounts due under this agreement with any other amounts due to or from SWBT related to any other services performed under separate agreements or between local resale and unbundled network elements.

10.0 **Examination Of Records**

Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times, Sprint or its authorized representatives may examine SWBT's documents, systems, records and procedures which relate to the billing of the Connectivity Charges to Sprint under this Attachment 4: Connectivity Billing - Resale.

11.0 **Retention**

SWBT shall retain bill data files for the time period required by applicable tariff or law and as maintained for its own local end user customers.

12.0 **Bill Content**

Bill Content will be as described in SWBT's LSP Handbook dated 11/95.

ATTACHMENT 5: PROVISION OF CUSTOMER USAGE DATA-RESALE**1.0 Introduction**

- 1.1 This Attachment sets forth the terms and conditions for SWBT's provision of Usage Data (as defined in this Attachment) to Sprint. Usage Data will be provided by SWBT to Sprint when Sprint purchases Resale services from SWBT.

2.0 General Requirements for Usage Data

- 2.1 SWBT's provision of Usage Data to Sprint will be in accordance with performance metrics to be developed by Sprint and SWBT during and as part of the implementation and testing process. SWBT's performance based on such performance metrics will be measured and reported at the time Sprint begins providing local service to customers, but SWBT's provision of Usage Data will not be required to meet such performance metrics until six months after Sprint begins providing local services to customers.
- 2.2 SWBT will retain Usage Data in accordance with Sprint Usage Requirements document, dated January, 1997 (Data Requirements), subject to applicable laws and regulations.

3.0 Usage Data Specifications

- 3.1 SWBT will provide usage data for Sprint Customers using SWBT-provided Resale services. Usage Data includes, but is not limited to, the following categories of information:
- a) completed calls;
 - b) use of CLASS/ Custom Features;
 - c) calls to Directory Assistance where SWBT provides such service to an Sprint customer;
 - d) calls completed via SWBT - provided Operator Services where SWBT provides such service to Sprint 's Local Service customer;
 - e) station level detail for SWBT - provided CENTREX and PLEXAR families of services;
 - f) complete call detail and complete timing information for Resale services.

SWBT will provide Usage Data for completed calls only for service offerings that SWBT records for itself (e.g., Local Measured Services).

- 3.2 SWBT will provide Usage Data to Sprint only for Sprint Customers. SWBT will not submit other carriers' local usage data as part of the Sprint Usage Data.

3.3 SWBT agrees to block 900 calls per Sprint's request.

4.0 **Usage Data Format**

4.1 SWBT will provide Usage Data in the EMR format and by category, group and record type, as specified in the Sprint Usage Requirements document dated January, 1997 (Data Requirements), or as otherwise agreed to by the Parties.

4.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMR call record.

4.3 End user customer usage records and station level detail records will be in packs in accordance with EMR standards.

5.0 **Usage Data Reporting Requirements**

5.1 SWBT will segregate and organize the Usage Data in a manner agreeable to both parties.

5.2 SWBT will provide Usage Data for Resale services to Sprint locations as agreed to by the Parties.

5.3 SWBT will transmit formatted Usage Data to Sprint via CONNECT: Direct or as otherwise agreed to by the Parties.

5.4 Sprint and SWBT will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data. Sprint will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of usage data to Sprint.

5.5 SWBT will provide Usage Data to Sprint daily (Monday through Friday) on a daily time schedule to be determined by the Parties.

5.6 SWBT will establish a single point of contact to respond to Sprint call usage, data error, and record transmission inquiries.

5.7 The Usage Data EMR format, content, and transmission process will be tested by April 1997 or as otherwise mutually agreed to by both Parties.

6.0 **Pricing**

- 6.1 SWBT will bill and Sprint will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

7.0 **Alternatively Billed Calls**

- 7.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to a Resale service line of Sprint are called "Incollects." Calls that are placed using Sprint Resale service and billed to a SWBT line or other LEC or LSP are called "Outcollects."
- 7.2 Outcollects: SWBT will provide to Sprint the unrated message detail that originates from an Sprint subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.) (Outcollects). SWBT will transmit such data to Sprint on a daily basis. Sprint as the LSP will be deemed the earning company and will be responsible for rating the message at Sprint tariffed rates and Sprint will be responsible for providing the billing message detail to the billing company for end-user billing. Sprint will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of outcollect messages to Sprint. Sprint will be compensated by the billing company for the revenue it is due. In addition, Sprint will compensate SWBT for the receipt of the intraLATA toll message in accordance with Attachment 1: Resale of this Agreement. SWBT will not initially be able to provide unrated outcollects to Sprint but will make system enhancements to allow this to occur by June 1997 and SWBT will not bill Sprint for these unrated calls until these enhancements are implemented.
- 7.3 Incollects: SWBT will provide the rated messages it receives from the CMDS1 network to Sprint for billing to Sprint's end-users associated with messages that originate from a number other than the billing number and that are billable to Sprint customers ("Incollects"). SWBT will transmit such data to Sprint on a daily basis. SWBT will credit Sprint the Billing and Collection (B&C) fee for billing the Incollects. The B&C credit will be provided in accordance with the procedures set forth in Attachment 4:Connectivity Billing-Resale of this Agreement and the credit will be \$.05 per billed message. Sprint will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of incollect messages to Sprint.

8.0 **Local Disconnect Report**

- 8.1 When Sprint purchases Resale services from SWBT, SWBT will provide Sprint with local disconnect report as described in Local Disconnect Report Requirements dated

December 1996, or as otherwise may be agreed to by the Parties. These procedures are in addition to the service order procedures set forth in Attachment 2: Ordering and Provisioning-Resale to the Agreement. SWBT's provision of local disconnect data will be in accordance with Performance Metrics to be developed by Sprint and SWBT during and as part of the implementation and testing process. Such Performance Metrics will address issues of timeliness, accuracy and completeness. SWBT's performance based on such Performance Metrics will be measured and reported at the time Sprint begins providing local service to customers, but SWBT's provision of local disconnect data will not be required to meet such Performance Metrics until six months after Sprint begins providing Resale services to customers.

- 8.2 When any Sprint local service customer changes their local service provider to another LSP or SWBT, Sprint will be notified as described in the LSP notification change process, contained in Local Disconnect Report Requirements, dated December 1996, or as otherwise agreed to by the parties.
- 9.0 Loss of Recorded Usage Data - If Sprint Recorded Usage Data is determined to have been lost, damaged or destroyed as a result of an error or omission by SWBT and the data cannot be recovered by SWBT, SWBT will not bill Sprint for such usage.

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS

1.0 Introduction

This Attachment Unbundled Network Elements to the Agreement sets forth the unbundled Network Elements that SWBT agrees to offer to Sprint. The specific terms and conditions that apply to the unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing -Unbundled Network Elements, attached hereto.

2.0 General Terms and Conditions

- 2.1 SWBT will permit Sprint to designate any point at which it wishes to connect Sprint's facilities or facilities provided by a third party on behalf of Sprint with SWBT's network for access to unbundled Network Elements for the provision by Sprint of any Telecommunications Service. If the point designated by Sprint is technically feasible, SWBT will make the requested connection.

DISPUTED ISSUE

Unbundled Network Elements may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings provided to Sprint or third Parties with the exception of tariffed collocation services. (SWBT position)

Unbundled Network Elements may be connected to or combined with SWBT access services or other SWBT tariffed offerings provided to Sprint or third Parties to the extent that such services are not available as Unbundled Network Elements. (Sprint position)

[Note: With regard to the above disputed issue, the Parties agree to continue to negotiate to resolve their disagreement. Should the Parties be unable to resolve their differences, the Parties agree that they will submit the dispute to the Commission for resolution. Additionally, the Parties agree to reform this Agreement in accordance with the resolution thereof.]

- 2.2 Subject to the terms and conditions of this Attachment 6, Sprint may designate any technically feasible network interface to a Network Element.

- 2.3 Sprint may use one or more Network Elements to provide any technically feasible feature, function, or capability that such Network Element(s) may provide.
- 2.4 SWBT will provide Sprint access to the unbundled Network Elements provided for in this Attachment, without restriction. Sprint is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements to provide a Telecommunications Service under this Agreement. To the extent and in the manner required by law, SWBT will allow Sprint to order each Network Element, pursuant to Attachment 7, in order to permit Sprint to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself or by third parties to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network. Should the Commission, the FCC, or any court of competent jurisdiction determine that SWBT is not required to allow the recombining of unbundled network elements, this paragraph is expressly subject to reformation as provided for in the General Terms and Conditions section of this Agreement.
- Any request by Sprint for SWBT to provide a type of connection between Network Elements that are not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made available in accordance with the Special Request process.
- 2.5 For customer migration from SWBT to Sprint which involves a disconnect of the existing service and coordinated (as mutually defined by the Parties) installation, orders on an element by element basis or elements in combination must be placed by Sprint. SWBT will not physically disconnect intentionally the elements that are currently connected at the time the orders are placed.
- 2.6 Various subsections below list the Network Elements that Sprint and SWBT have identified as of the Effective Date of this Agreement. SWBT will upon request of Sprint and to the extent technically feasible provide Sprint additional Network Elements or modifications to previously identified Network Elements for the provision by Sprint of a Telecommunications Service. Such requests will be processed in accordance with the Special Request process.

- 2.7 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible for the Telecommunications Services provided by Sprint through the use of those elements.
- 2.8 Where unbundled elements provided to Sprint are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SWBT for future provisioning needs, unless such element is disconnected in error. The Parties agree to release facilities associated with their respective customer's end user services upon request of the end user or the end user's agent.
- 2.9 The Parties acknowledge that the Commission may decline to require unbundling of Network Elements beyond those identified in 47 CFR Section 51.319 only if the Commission concludes that: (1) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to Sprint on an unbundled basis, and Sprint could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SWBT's network; or (2) the Commission concludes that the failure of SWBT to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service Sprint seeks to offer, compared with providing that service over other unbundled Network Elements in SWBT's network.
- 2.10 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.11 SWBT will provide Sprint reasonable notification of service-affecting activities that may occur in normal operation of SWBT's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by SWBT and Sprint.
- 2.12 Network elements provided to Sprint under the provisions of this Attachment will remain the property of SWBT.
- 2.13 SWBT will provide network elements where technically feasible. Where facilities and equipment are not available, Sprint may request and, to the

extent required by law and as SWBT may otherwise agree, SWBT will provide Network Elements through the Special Request process.

- 2.14 The elements provided pursuant to this Agreement will be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.
- 2.15 Sprint's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if Sprint violates this provision, provided that such termination of service will be limited to Sprint's use of the element(s) causing the violation.
- 2.16 When converting a SWBT account to a Sprint account, the conversion will be handled as a disconnect of the current account and a coordinated new connect of the unbundled network elements account.
- 2.17 **Performance of Network Elements**
 - 2.17.1 Each Network Element provided by SWBT to Sprint will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions, as changed from time to time by SWBT at its sole discretion, to the extent consistent with the Act and subject to sections 2.17.3 - 2.17.5. Such publications will be shared with Sprint. Sprint may request, and SWBT will provide, to the extent technically feasible, Network Elements that are superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Special Request process.
 - 2.17.2 SWBT will provide a SWBT Technical Publication or other written description for each Network Element offered under this Agreement. The Technical Publication or other description for an Element will describe the features, functions, and capabilities provided by the Element as of the time the document is provided to Sprint. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Element's capabilities.

- 2.17.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. Sprint will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.17.4 Where SWBT is required to provide six or twelve month notice to Sprint pursuant to Section 2.21.3, Sprint may submit a request within thirty (30) days of Sprint's receipt of a notice of planned network modification, to maintain characteristics of affected elements. Where SWBT is permitted to provide less than six months notice, Sprint may submit such request within ten days of Sprint's receipt of SWBT's notice. To the extent the requested characteristics are specifically provided for in this Attachment, Technical Publication or other written description, SWBT, at its own expense, will be responsible for maintaining the functionality and required characteristics of the elements purchased by Sprint, including any expenses associated with changes in facilities, operations or procedure of SWBT, network protection criteria, or operating or maintenance characteristics of the facilities. To the extent requested characteristics are not specifically provided for therein, Sprint's request will be considered under the Special Request Process and the process will be completed prior to modifying Sprint's affected element.
- 2.17.5 For elements purchased through the Special Request Process, SWBT, in its discretion, will determine whether it can offer the applicability of the preceding paragraph on a case by case basis.
- 2.17.6 For each Network Element provided for in this Attachment, SWBT Technical Publications or other written descriptions meeting the requirements of this section will be made available to Sprint not later than March 1, 1997.
- 2.17.7 SWBT and Sprint will jointly define performance data consistent with that provided by SWBT to other LSPs, that is to be provided monthly to Sprint to measure whether unbundled Network Elements are provided at least equal in quality and performance to that which SWBT provides to itself and other LSPs. Such performance data will be defined by the Parties no

later than ninety (90) days from the effective date of this Agreement or a date mutually agreeable by the Parties. The Parties will review the measures three months after Sprint's first purchase of a SWBT network element to determine if (1) the information meets the needs of the Parties and (2) the information can be gathered in an accurate and timely manner. SWBT will not be held accountable for performance comparisons based on the data until after the three month review or longer as the Parties may agree.

- 2.18 Sprint will connect equipment and facilities that are compatible with the SWBT Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements referenced in section

2.19 **Special Request**

Sections 3 - 11 below identify specific unbundled Network Elements and provide the terms and conditions on which SWBT will offer them to Sprint. Any request by Sprint for an additional unbundled Network Element, or modifications to previously identified Network Elements, both to the extent technically feasible, will be considered under this Special Request process. Where facilities and equipment are not available, Sprint may request and SWBT may agree to provide, Network Elements through the special request process.

- 2.19.1 Each Party will promptly consider and analyze access to new unbundled Network Element with the submission of a Network Element Special Request hereunder. The Network Element Special Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 2.19.2 A Network Element Special Request will be submitted in writing and will include a technical description of each requested Network Element, the date when interconnection is requested and the projected quantity of interconnection points ordered with a demand forecast.
- 2.19.3 The requesting Party may cancel a Network Element Special Request at any time, but will pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Special Request up to the date of cancellation.
- 2.19.4 Within ten (10) business days of its receipt, the receiving Party will acknowledge receipt of the Network Element Special Request.

- 2.19.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Special Request, the receiving Party will provide to the requesting Party a preliminary analysis of such Network Element Special Request. The preliminary analysis will confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.
- 2.19.6 If the receiving Party determines that the Network Element Special Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Special Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 2.19.7 Unless the Parties otherwise agree, the Network Element Special Request must be priced in accordance with Section 252(d)(1) of the Act.
- 2.19.8 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Special Request, the receiving Party shall provide to the requesting Party a Network Element Special Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.
- 2.19.9 Within thirty (30) days of its receipt of the Network Element Special Request quote, the requesting Party must either confirm its order for the Network Element Special Request pursuant to the Network Element Special Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 2.19.10 If a Party to a Network Element Special Request believes that the other Party is not requesting, negotiating or processing the Network Element Special Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

3. Network Interface Device

- 3.1 The Network Interface Device (NID) is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID contains the appropriate and accessible

connection points or posts to which the service provider and the end-user customer each make its connections.

- 3.2 Sprint may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Any repairs, upgrade and rearrangements required by Sprint will be performed by SWBT based on time and material charges.
- 3.3 To the extent a SWBT NID exists, it will be the interface to customers' premises wiring unless Sprint and the customer agree to an interface that bypasses the SWBT NID
- 3.4 Sprint will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber, if available, of the SWBT NID, unless Sprint and the customer agree to an alternate interface as provided for in section 3.3.
- 3.5 With respect to multiple dwelling units or multiple-unit business premises, Sprint will provide its own NID, will connect directly with the customer's inside wire and will not require any connection to the SWBT NID, unless such premises are served by "single subscriber" type NIDs.
- 3.6 The SWBT NIDs that Sprint uses under this Attachment will be those installed by SWBT to serve its customers.
- 3.7 Sprint will not attach to or disconnect SWBT's ground. Sprint will not cut or disconnect SWBT's loop from its protector. Sprint will not cut any other leads in the NID. Sprint will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. Sprint will tighten all screws or lugs loosened by Sprint in the NID's enclosure and replace all protective covers.

4. Local Loop

4.1 Definition

A "loop" is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and an end user customer premises.

- 4.2 SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing-Unbundled Network Elements the following types of unbundled loops:

- 4.2.1 The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 4.2.1.1 SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.
- 4.2.2 The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
- 4.2.3 The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 4.2.4 The 4-Wire digital loop 1.544 Mbps loop will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- 4.3 Sprint may request and, to the extent technically feasible, SWBT will provide additional loop types and conditioning, including, without limitation, loops capable of carrying DS3 signals, pursuant to the Special Request process.
- 4.4 If Sprint requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to Sprint. If, however, no spare unbundled Loop is available, SWBT will within forty-eight (48) hours, excluding weekends and holidays, of Sprint's request notify Sprint of the lack of available facilities. Sprint may request alternative arrangements through the Special Request process.
- 4.5 In addition to any liability provisions in this agreement, SWBT does not guarantee or make any warranty with respect to unbundled loops or entrance facilities when used in an explosive atmosphere. Sprint will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to Sprint's or Sprint end user's use of unbundled loops in an explosive atmosphere, excluding claims of gross negligence or willful or intentional conduct by SWBT.

5. Local Switching

5.1 Definition

The local switching element encompasses line-side and trunk side facilities plus the features, functions and capabilities of the switch. The line side facilities include the connection between a loop termination at, for example, a main distribution frame (MDF), and a switch line card. Trunk-side facilities include the connection between, for example, trunk termination at a trunk-side cross-connect panel and a trunk card. The local switching element includes all features, functions, and capabilities of the local switch, including but not limited to the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks. It also includes the same basic capabilities that are available to SWBT customers, such as a telephone number, dial tone, signaling and access to 911, operator services, directory assistance, and features and functions necessary to provide services required by law. In addition, the local switching element includes all vertical features that the switch is capable of providing, including custom calling, CLASS features, and centrex-like capabilities, as well as any technically feasible customized routing functions.

5.2 Technical Requirements

- 5.2.1 SWBT will provide the local switching element so that the dialing plan associated with the port will be equal to the dialing plan established in the office for SWBT's own customers. When the established dialing plan calls for 10 digit dialing, it will apply equally to Unbundled Local Switching purchased by Sprint.
- 5.2.2 When Sprint requests Unbundled Common Transport, SWBT's Local Switching element will route local calls on SWBT's common network to the appropriate trunk or lines for call origination or termination.
- 5.2.3 When Sprint requests Customized Routing, either through Unbundled Local Switching or Resale, SWBT will route local operator and directory assistance calls to Sprint's Operator Services and Directory Assistance platforms. In addition, at Sprint's request, for the Unbundled Local Switching element, SWBT will route local calls to Sprint designated facilities rather than to SWBT's common network.
- 5.2.3.1 Subject to the above, SWBT will provide Customized Routing with Unbundled Local Switching or Resale only according to the following conditions: Customized Routing will only be permitted on a class of call basis (i.e., all Directory Assistance Calls and/or all Operator Services calls (or all local calls for Unbundled Local Switching only) must be routed to the same dedicated facility.)

- 5.2.3.2 The establishment of Customized Routing in a SWBT end office will be subject to the rates and conditions specified on an individual case basis and will be provided in a non-discriminatory manner.

5.2.3.3 Customized Routing of Sprint Directory Assistance and Operator Services

- 5.2.3.3.1 Where Sprint purchases Unbundled Local Switching or Resale and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route calls from Sprint customers for Directory Assistance and Operator Services to Sprint designated trunks for the provision of Sprint Directory Assistance and Operator Services, in accordance with this Attachment.
- 5.2.3.3.2 Customized Routing of Directory Assistance and Operator Services will be provided to Sprint on an ICB basis in a non-discriminatory manner with respect to all aspects of availability, implementation, and pricing.
- 5.2.3.3.3 The Parties agree that, in the event of an emergency wherein an Sprint customer must reach a non-Sprint customer that has a non-published telephone number, the Sprint operator will contact SWBT's operator and request the assistance of a supervisor to the extent done by SWBT's operators
- 5.2.3.3.4 SWBT will forward with Directory Assistance and Operator Services calls from Sprint customers the appropriate line data required by Sprint to identify the type of line for the purposes of call handling and recording.
- 5.2.3.3.5 Direct routing capabilities described herein will permit Sprint customers to dial the same telephone numbers for Sprint Directory Assistance and Operator Services that similarly-situated SWBT customers dial for reaching equivalent SWBT services.
- 5.2.3.3.6 SWBT, no later than five (5) days after the date Sprint requests the same, will provide to Sprint the emergency public agency (e.g., police, fire, ambulance) telephone numbers used by SWBT in each NPA-NXX. Such data will be transmitted via paper copies of all SWBT emergency listings reference documents from all of SWBT's Operator Services offices. Sprint agrees to indemnify and hold SWBT harmless from all claims, demands, suits or actions by third parties against SWBT, or jointly against Sprint and SWBT, arising out of its provision of such information to Sprint.

- 5.2.4 SWBT will route InterLATA calls as defined by the exchange dialing plan via the existing PIC process when Sprint uses Local Switching elements. Until such time that the Commission mandates intraLATA presubscription, SWBT will route IntraLATA Toll calls as defined by the exchange dialing plan when Sprint uses Local Switching elements. Additionally, SWBT will provide intraLATA toll to Sprint at the resale discount identified in the Resale Attachment and related appendices, without other usage sensitive charges. When the Commission mandates intraLATA presubscription, SWBT will route IntraLATA Toll calls to the presubscribed carrier.
- 5.2.5 SWBT will provide the Local Switching element only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 5.2.6 SWBT will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. Sprint agrees to respond to SWBT's notifications regarding network congestion.
- 5.2.7 SWBT will perform, according to its own procedures and applicable law, manual traps as requested by designated Sprint personnel (Attachment 16: Network Security) and permit customer originated call trace (Attachment 1: Resale, Appendix Services/Pricing). Sprint will obtain all necessary legal authorization for the call trace.
- 5.2.8 SWBT will record billable events, where technically feasible, and send the appropriate billing data to Sprint as outlined in Attachments 9: and Attachment: 10 .
- 5.2.9 SWBT will provide switch interfaces to adjuncts in the same manner it provides them to itself. Sprint requests for use of SWBT adjuncts will be handled through the Special Request process.
- 5.2.10 SWBT will provide Usage Data and trouble history regarding a customer line, upon Sprint's request as provided in Attachment: 8 and Attachment: 10.
- 5.2.11 SWBT will allow Sprint to designate the features and functions that are activated on a particular unbundled switch port to the extent such features and functions are available or as may be requested by the Special Request process.

5.3 Interface Requirements:

5.3.1 SWBT will provide the following interfaces to loops:

5.3.1.1 Analog Line Port: A line-side switch connection available in either a loop or ground start signaling configuration used primarily for Switched voice communications.

5.3.1.2 Analog (DID) Trunk Port: A trunk-side switch connection used for voice communications via customer premises equipment primarily provided by a Private Branch Exchange (PBX) switch.

5.3.1.3 DS1 Trunk Port: A digital trunk side switch connection that provides the equivalent of 24 paths used primarily for voice communications via customer premises equipment provided by a PBX switch (4 wire).

5.3.1.4 ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities.

5.3.1.5 ISDN Primary Rate Interface (PRI) Trunk Side Port: trunk side switch connection which provides Primary Rate Interface (PRI) ISDN Exchange Service capabilities.

5.3.1.6 Sprint may request additional port types from SWBT through the Special Request process.

6. Tandem Switching

6.1 Definition

Tandem Switching is defined as: (1) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card, (2) the basic switching function of connecting trunks to trunks; and (3) all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

6.2 Technical Requirements

6.2.1 Tandem Switching will provide trunk to trunk connections for local calls between two end offices including two offices belonging to different CLEC's (e.g., between an Sprint end office and the end office of another CLEC).

- 6.2.2 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 9.
- 6.2.3 To the extent that SWBT manages congestion from the Tandem Switching element for itself, it will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. Sprint agrees to respond to SWBT's notifications regarding network congestion.
- 6.2.4 Where SWBT provides the Local Switching Network element and the Tandem Switching Network element to Sprint from a single switch, both Local Switching and Tandem Switching will provide all of the functionality required of each of these Network Elements in this Agreement.

7. Operator Services and Directory Assistance

7.1 Definition:

Operator Services and Directory Assistance (OS/DA) is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The OS/DA, Network Element provides two types of functions: Operator Service functions and Directory Service functions, each of which is described in Attachments OS (Other) and DA (Other).

8. Interoffice Transport

The Interoffice Transport network element is defined as SWBT interoffice transmission facilities dedicated to a particular customer or carrier, or shared by more than one customer or carrier, that provide telecommunications between wire centers owned by SWBT or Sprint or third parties acting on behalf of Sprint, or between switches owned by SWBT or Sprint or third parties acting on behalf of Sprint. Interoffice Transport includes Common Transport and Dedicated Transport.

8.1 Common Transport

- 8.1.1 Definition: Common Transport is a shared interoffice transmission path between SWBT switches. Common Transport will permit Sprint to connect its Local Switching element with Common Transport to transport